

AGREEMENT

This agreement is between Burlington Northern Santa Fe Corporation, including BNSF Railway Company and its other subsidiaries (together, "BNSF"), and the California High-Speed Rail Authority ("Authority"). The subject of the agreement is information which the Authority would like to obtain from BNSF.

1. In consideration for and as a condition of the furnishing by BNSF to the Authority of certain INFORMATION (as hereinafter defined) relating to BNSF and its business affairs, the parties agree as follows.

2. As used in this agreement, the term "INFORMATION" (where the word is set forth in all capital letters) means all information that has been or may hereafter be provided by BNSF to the Authority orally or in writing concerning the business and affairs of BNSF including, without limitation, matters relating to rates and tariffs or any other information regarding BNSF's freight rates, operations or business relationships. The term "INFORMATION" does not include, and the Authority is not required to keep confidential, information, if any, which (a) was or becomes generally available to the public other than as a result of a disclosure by the Authority or by the Authority's officers, employees, consultants, or agents or by any person to whom the Authority has disclosed such information in violation of the provisions of this agreement; (b) was available to the Authority on a non-confidential basis prior to its disclosure to the Authority by BNSF; (c) becomes available to the Authority on a non-confidential basis from a source other than BNSF, provided that such source is not known to the Authority to be bound by a confidentiality agreement with BNSF; or (d) is publicly disclosed by the Authority at the direction of BNSF or in a written document approved for public disclosure by BNSF. "INFORMATION" does not include the contents of this agreement, and BNSF acknowledges that this agreement is a disclosable public record under California law.

3. The INFORMATION to be provided by BNSF to the Authority is considered by BNSF to be confidential and proprietary. BNSF is not obligated to provide such information, but is willing to do so provided the use of such information is limited as provided in this agreement and provided the information is not disclosed in violation of the terms of this agreement.

4. It is in the public interest that the Authority obtain the INFORMATION as part of a cooperative relationship between BNSF and the Authority. The INFORMATION will assist the Authority to plan and to construct portions of the high-speed rail system efficiently and economically, at a reduced cost to the public.

5. In consideration for BNSF's provision of the INFORMATION, the Authority agrees as follows:

- The Authority acknowledges and agrees that the INFORMATION is being furnished to it solely for its use in planning for the California High Speed Rail Corridors as they may impact BNSF property or tracks, and agrees that, except as

provided below, in paragraph 6, it will not use the INFORMATION or any information derived therefrom for any other purpose whatsoever.

- The Authority agrees that it will keep all such INFORMATION confidential and do everything consistent with the law and its statutory duties to maintain the confidentiality of such INFORMATION pursuant to the terms of this letter agreement.
- The Authority agrees to (a) exercise all reasonable steps to safeguard, and cause its officers, employees, and consultants to safeguard, the confidentiality of the INFORMATION and (b) not to disclose any part of it or any information derived therefrom to any third person, except to such of the Authority's officers, employees, and consultants as may require access to the INFORMATION for use in planning for the California High Speed Rail Corridors as they may impact BNSF property or tracks. It is understood and agreed that such officers, employees, and consultants shall be informed by the Authority of the confidential nature of such INFORMATION and shall be directed by the Authority to treat such INFORMATION confidentially. The Authority agrees to take all reasonable action, including, if necessary, the bringing of a legal action, to prevent any disclosure of INFORMATION in violation of the provisions of this agreement by any of its employees, consultants, or agents.
- Immediately upon becoming aware of any effort by a third party to obtain some or all of the INFORMATION, and unless otherwise prohibited by law, the Authority will immediately notify BNSF of such effort, so that the parties are able to cooperate and to coordinate the response to such an effort to the extent legally appropriate.
- Promptly upon the delivery of a notice from BNSF directing it to do so or upon termination of this Agreement, and provided it is not otherwise prohibited by law from doing so, the Authority agrees (a) to return to BNSF all written material constituting INFORMATION previously furnished to the Authority together with all copies of any of the same made by it or its officers, employees, and consultants, and (b) to use its best efforts to destroy all notes of discussions or meetings and memoranda and other documents containing or reflecting any information contained in the INFORMATION and confirm to BNSF that it has utilized its best efforts to effect such destruction.

6. It is understood and recognized by the parties that the Authority may incorporate some of the INFORMATION for purposes of preparing environmental impact reports and statements, applying for permits, and developing plans and specifications prior to construction. Any INFORMATION so incorporated will be summarized or aggregated with other information so that BNSF's trade secrets will not be revealed. The INFORMATION is provided by BNSF solely for the convenience of Authority, and Authority agrees BNSF shall have no liability whatsoever concerning the accuracy or completeness of any INFORMATION.

7. BNSF represents to the Authority that all INFORMATION provided to the Authority pursuant to this agreement will be preserved by BNSF for so long as this agreement is in effect so that the Authority will not become the sole repository of any of the INFORMATION supplied to it by BNSF.

8. The conditions, terms, and restrictions of this agreement may not be altered or modified except by a written document signed by BNSF and the Authority. This agreement is for the benefit of both parties and shall be governed by and construed in accordance with the laws and in the courts of the State of California. If suit shall be brought because of the breach of any covenant herein contained on the part of the Authority, and a breach shall be established, the Authority shall pay BNSF all expenses incurred as a result thereof, including reasonable attorneys' fees.

9. Nothing in this agreement shall be construed as prohibiting the Authority from disclosing INFORMATION pursuant to a valid and enforceable order of a court. It is understood and agreed, however, that prior to compliance with such an order, and provided it is not otherwise prohibited by law from so doing, the Authority shall inform BNSF, in writing, of such order immediately upon its receipt.

10. The parties agree to consult one another prior to either party making public statements concerning discussions between the parties about the California High Speed Rail Corridors as it relates to BNSF property or tracks.

11. This agreement may be terminated by the parties by mutual consent or upon the giving of 30 days written notice by one party to the other.

12. Any notices or writings provided by one party to the other shall be sent to the following:

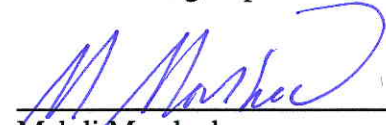
For BNSF:

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For the Authority:

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California High-Speed Rail Authority



Mehdi Morshed
Executive Director

Burlington Northern Santa Fe Corporation



Walter N. Smith, P.E.
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